

1 Douglas A. Plazak, SBN#181709
dplazak@rhlaw.com
2 REID & HELLYER APC
3685 Main Street, Suite 300
3 P.O. Box 1300
Riverside, California 92502-1300
4 Telephone: (951) 682-1771
Facsimile: (951) 686-2415

5 Attorneys for GREYSON LAW CENTER PC
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SANTA ANA DIVISION**
11

12 In re:

13 THE LITIGATION PRACTICE GROUP P.C.

14 Debtor.

15 RICHARD A MARSHCK, Chapter 11 Trustee,

16 Plaintiff,

17 -vs-

18 Tony Diab, Daniel S. March, et al.,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No. 8:23-bk-10571-SC

Adv. Proc. No. 8:23-01046-SC

Chapter 11

**DECLARATION OF TAMER FAWZY IN
SUPPORT OF GREYSON LAW CENTER
PC OPPOSITION TO MOTION FOR
TURNOVER, PRELIMINARY
INJUNCTION, LOCK-OUT, RE-
DIRECTION OF US MAIL**

Hearing Date: June 12, 2023

Time: 1:30 p.m.

Courtroom: 5C
411 West Fourth Street
Santa Ana, CA 92701

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I make this declaration in support of Greyson Law Center PC Opposition To Motion For Turnover, Preliminary Injunction, Lock-Out, Re-Direction Of Us Mail. I have personal knowledge of the facts set forth in this declaration, and if called upon to testify I could and would testify competently thereto.

3. I have never entered into any contracts with The Litigation Practice Group P.C. ("LPG") or with any purported affiliate of LPG such as Oakstone Law Group, P.C., Phoenix Law Group, P.C., Prime Logix, LLC, etc. I have never requested for LPG or any purported affiliate of LPG to perform any services for me.

Executed this 11th day of June, 2023 at Bayonne, NJ

Tamer Fawzy



LEGAL SERVICES AGREEMENT

The purpose of this correspondence is to, upon execution: (1) establish an attorney client relationship between Greyson Law Center PC ("GLC" or "the Firm") and Client ("You"); (2) define the scope of the Firm's representation of You; and (3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as the Engagement Letter ("Letter") or the Legal Services Agreement ("Agreement").

Parties To Engagement Letter

The parties to the Agreement are GLC and Client. No other person or entity shall be entitled to claim an attorney-client relationship with GLC with respect to the legal services to be provided pursuant to this Legal Engagement Letter.

Inception Of Attorney Client Relationship

No attorney-client relationship will exist between GLC and Client until Client has executed the Agreement, nor will GLC be obligated to provide legal services, until Client has returned a signed copy of this Agreement and paid the initial retainer.

Legal Services

GLC will provide legal services wherein it will assist Client in resolving outstanding disputes with the entities identified below and by disputing erroneous or inaccurate information appearing on one or more of Client's credit reports in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* GLC agrees to provide Client with the following legal services: Review and analyze contracts with entities identified below and determine legal rights of Client under the same; Enforce applicable laws protecting Client from harassment by entities identified below, including through the initiation of actions under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692d *et seq.*; Enforce the Fair Credit Reporting Act against entities identified below and against credit reporting agencies including Experian, Equifax and TransUnion; Prosecute violations of state and federal law against entities identified below and against credit reporting agencies by initiating actions in state or federal court; Defend lawsuits initiated by entities listed below against Client in state or federal court; Analyze Client's qualifications for bankruptcy protection under Chapter 7 or Chapter 13 of the U.S. Bankruptcy Code. This service is limited to information reported by Client to GLC or obtained by GLC from creditors or purported creditors, including information reported to credit bureaus. The cost of legal services rendered by GLC is set forth below, and those fees are earned by GLC for services rendered to Client as set forth herein at the time such fees are paid.

Client Consent

Client allows GLC to obtain a copy of Client's credit report to develop a strategy regarding the resolution of debts that are excessive or unauthorized by law. Client authorizes GLC to challenge any debts appearing in Client's credit report that Client believes to be invalid, inaccurate, or without legal basis. Client further authorizes GLC to obtain copies of Client's credit report throughout the representation at GLC's discretion. Client further consents to GLC's ability to utilize other attorneys and law firms to provide services to Client, and may assign all servicing of the client's file to such other attorney or law firm as deemed appropriate by GLC's Managing Attorney. This may include but is not limited to all in-court representation of client, all processing of client's file, and all payment collection from client.

Services to be Performed

GLC will analyze Client's credit reports and develop strategies for correcting invalid, inaccurate, or unlawful debts for which Client should not be held legally responsible. GLC will use existing laws and interact with creditors and credit bureaus on Client's behalf to resolve Client's debts. GLC will also interact with collection agencies to resolve Client's debts by requiring them to supply purported evidence of Client's alleged indebtedness to them. GLC will also consult with Client regarding all aspects of the credit reporting process, including all laws applicable to the same. GLC will also investigate Client's delinquent accounts to determine the most effective method for resolving Client's debts or removing any legal liability for such debts.

If a lawsuit is filed against Client, GLC will represent Client and will not charge any additional fees for representation if the lawsuit was initiated after the date Client signs this Agreement. If a lawsuit was initiated against Client before the date Client signs this Agreement and Client chooses to have GLC represent Client, an additional fee of \$500.00 will be charged. If legal fees are recovered from an adverse party, GLC will retain such fees for its services. Client will be responsible to pay any damages resulting from such lawsuits or any settlements reached. All other costs incurred in a lawsuit will be paid by GLC out of the fees

set forth below, including the fees of any attorney retained on Client's behalf in a jurisdiction in which GLC is not admitted to practice law. No additional payments from Client to GLC will be necessary for the defense of any lawsuit filed against Client regarding the debts below after the date Client executes this Agreement. GLC will only settle a debt where litigation is active or contemplated by a creditor or debt collector. GLC will negotiate a settlement on Client's behalf without any additional fees being charged to or incurred by Client. Any settlement reached shall be Client's responsibility and shall be paid directly from Client to the creditor. Client's payment to GLC will be reduced and re-amortized due to the settled account being resolved as determined by the individual assigned attorney from GLC that is handling Client's lawsuit and settlement thereof.

Fees

Client will pay the following fees for the legal services provided by GLC. No fee or other cost will be charged or collected other than that set forth below. This is the only amount Client will pay for GLC's services, and this fee is fixed, such that it is earned the moment it is transmitted to GLC. Upon request, GLC will provide an update on the progress of services performed under this agreement at reasonable intervals of no greater frequency than once a month.

Refund Policy

If an account is fully validated by a creditor, such that no further dispute to the validity of the account could be made, Client will receive a full refund of the fees that Client paid towards the attempted invalidation of that account (i.e., Client will be refunded the fees paid in proportion to the debt that was validated). Should Client have an outstanding balance with GLC at the time Client's refund is issued on the validated account, any refund will first be applied towards the outstanding balance.

Responsibilities of Parties

GLC will perform the legal services as specified under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications.

Client agrees to provide GLC with complete and accurate information and documents, be cooperative, keep GLC informed of relevant developments, abide by this Agreement, and make timely payments as agreed upon in this Agreement. In addition, Client will advise GLC of any changes to Client's address, telephone number, email address, and/or any other changes in contact information.

Client acknowledges that there are multiple avenues for addressing a debt, that every matter is unique, and that outcomes may vary on a case-by-case basis. GLC shall use best efforts to obtain the most favorable result for Client based upon the specific circumstances associated with each individual debt. GLC will inform Client of any proposed actions and obtain Client authorization prior to proceeding. Client understands that GLC includes more than one attorney, and that support personnel from GLC may also provide services in connection with Client's case.

Right to Conduct Business Electronically

Client agrees that GLC may contact Client electronically and telephonically and that all business with GLC may be conducted electronically. Client further agrees that GLC may transmit data, including that regarding your credit profile, electronically, and that any electronic communication carries the risk of disclosure to a third party and that GLC will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original. This agreement may not be modified except in writing by both parties.

Client Acknowledgements

By signing this agreement, Client acknowledges that GLC has not instructed Client to breach any contract, fail to make any required payment, or fail to perform any obligation Client may have lawfully incurred. GLC reserves the right to terminate this agreement if (a) Client fails to make timely payments of the amount due or (b) Client's payments are returned multiple times for any reason. GLC will not pay Client's debts and does not guarantee that any debt you now have or may incur will be ultimately resolved in association with GLC's services. Client understands and agrees that Client must forward any communication Client receives in printed or electronic form from any creditor, court, or representative of a creditor or a court to contact@greysonlawpc.com and that Client must keep a log of all telephonic communications with any creditor or credit reporting agency.

Client will not sign this agreement until Client has received and read the information statements and notices of cancellation required by state and federal law, even if otherwise advised. By signing this agreement, Client acknowledges receipt of these disclosures prior to the time of signing and agrees to the terms of this agreement.

Termination of Services by Client

Client may cancel this agreement at any time before midnight CST of the 5th day after the date of execution of this agreement via an email to contact@greysonlawpc.com. However, to be effective, termination or discharge of GLC must be in writing. In such event, Client authorizes GLC to make and retain a duplicate of Client's file.

The attorney-client relationship between GLC and Client shall end upon discharge of GLC by Client pursuant to this paragraph.

However, such discharge shall not relieve Client of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in GLC's sole discretion to protect Client's interests prior to court order substituting new counsel or permitting withdrawal of GLC from the litigation.

In addition, Client may terminate GLC's services under this agreement at any time via email to contact@greysonlawpc.com. **Withdrawal From Representation By GLC**

Greyson Law Center shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of Client, or if: 1) Client persists in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) Client has used the lawyer's services to perpetrate a crime or fraud; 3) Client insists upon pursuing an objective that

the lawyer considers repugnant or imprudent; 4) Client fails substantially to fulfill an obligation to GLC regarding the Firm's services (including, but not limited to, Client's financial obligations under this Agreement after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by Client; or 6) where other good cause for withdrawal exists.

Document Storage Policy

On termination of a matter, the Firm will maintain file documents for five years, or any alternate period as determined by California law or other applicable law. Upon termination of the matter, Client has the right to take possession of the file. If Client chooses to take possession of the file, the firm may copy all or any part of the file. If Client chooses not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

Legal Malpractice Insurance

As of the date of this letter, GLC has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

Choice Of Law/Forum Selection

This Agreement is deemed to have been executed and is intended to be performed in the state of California, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this Agreement shall be governed by the laws of the state of California. The venue for the judicial resolution of such dispute shall be proper only within the state of California.

General Provisions

This agreement sets forth the entire understanding of the parties. Any amendments must be in writing and signed by both parties. This agreement shall be construed under the laws of the State of California. If any provision of this agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this agreement shall remain in full effect and construed so as to best effectuate the original intent and purpose of this agreement.

Additional Acknowledgements

I am acknowledging that my monthly payments are for purposes of legal representation from Greyson Law Center PC.

Initial: *TF*

Any fees I am paying Greyson Law Center PC will not be used to pay off my creditors. These payments will not be allocated towards a debt settlement balance to pay off my creditors.

Initial: *TF*

I understand that Greyson Law Center PC is providing debt resolution and NOT debt settlement.

Initial: *TF*

In the event of a lawsuit on an enrolled account, I acknowledge that Greyson Law Center PC attorneys will represent myself on behalf of my account.

Initial: *TF*

I understand that my current credit standing may be negatively affected in the process of debt resolution.

Initial: *TF*

If any debts that I elect to enroll are secured or have any type of collateral, said secured possessions may be repossessed.

Initial: *TF*

List of Creditors

#	Creditor Name	Account #	Balance
1	FastDayLoans	<div></div>	\$2,865.12
2	CREDITONEBNK		\$899.00
3	NETCREDIT		\$4,922.00
4	CREDITONEBNK		\$1,150.00
Total Balance			\$9,836.12

Effective Date of Agreement This agreement becomes effective as of the date it is executed by the parties as set forth by the date stamp accompanying signature of this document.

Account Holder's Signature: *Tamer fawzy*

Printed Name: Tamer fawzy

Date: 05/16/2023

Electronic Funds Transfer (EFT) Authorization Form

Consumer Authorization for Direct Payment via ACH (ACH Debits).

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment. I authorize Greyson Law Center PC ("GLC") to electronically debit my account (and, if necessary, electronically credit my account to correct erroneous debits) as follows:

Bank Name: Bank of America

Checking or Saving: Checking Account

Checking Name on Account: Tamer A. Fawzy

Routing Number:

Account Number:

Address:

City:

State: NJ

Zip: 07002

Mobile Phone #:

Last 4 digits of social security #:

Payment Schedule

I agree the following payment schedule:

#	Payment Date	Amount
1	May 25, 2023	\$298.59
2	Jun 22, 2023	\$298.59
3	Jul 22, 2023	\$298.59
4	Aug 22, 2023	\$298.59
5	Sep 22, 2023	\$298.59
6	Oct 22, 2023	\$298.59
7	Nov 22, 2023	\$298.59
8	Dec 22, 2023	\$298.59
9	Jan 22, 2024	\$298.59
10	Feb 22, 2024	\$298.59
11	Mar 22, 2024	\$298.59
12	Apr 22, 2024	\$298.59
13	May 22, 2024	\$298.59
14	Jun 22, 2024	\$298.59
15	Jul 22, 2024	\$298.59
16	Aug 22, 2024	\$298.59
17	Sep 22, 2024	\$298.59
18	Oct 22, 2024	\$298.59

I authorize GLC or their designees to debit the bank account indicated in this form, for the noted amounts stated above. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted transaction dates. I will not dispute Greyson Law Center PC debiting my checking/savings account, so long as the transaction corresponds to the terms indicated on this form.

Account Holder's Signature: *Tamer fawzy*

Printed Name: Tamer fawzy

Date: 05/16/2023

Additional Disclosures

By signing the Electronic Funds Transfer Authorization form, I authorize and permit Greyson Law Group PC ("GLC") or their designees, GLC PC, Omnifund, Equipay, Forte, a CSG Company, Vector Payments, Actum, Paya, NMI, Seamless Chex, Approvely, or Authorize.NET to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account with GLC. GLC may also require a voided check or savings deposit slip to verify the account information.

If necessary, GLC may make adjustments if errors have occurred during the transaction. The dates of the drafts are listed on the Authorization Form on Page 1. However, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until GLC is notified by the client verbally or in writing at least three (3) business days prior to the next scheduled draft date. For record keeping purposes, GLC requires the client to follow up a verbal notification with a written confirmation within 14 days. Please call us at 626-565-1099, email us at contact@greysonlawpc.com, or write to us at 440 N. Barranca Ave, #1331, Covina, CA 91723. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that GLC may make against the member's bank account while services are performed. The member agrees with all the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due, such refund will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to ten (10) days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: If you should need to notify us of your intent to change the payment date, you must contact us three (3) business days prior to the debit being initiated. Please call us at 626- 565-1099 or email us at contact@greysonlawpc.com.

Account Holder's Signature: *Tamer fawzy*

Printed Name: Tamer fawzy

Date: 05/16/2023